

**TOWN OF ALTON
ALTON PLANNING BOARD
Regular Meeting (rescheduled)**

**March 2, 2010
APPROVED 3/16/2010**

Members Present: W. Curtin, Chair
Timothy Roy, Vice-Chair
David Collier, Alternate
Peter Bolster, Representative from the Board of Selectmen

Others Present: Stacey Ames, Planning Assistant
Members of the Public

I. CALL TO ORDER

W. Curtin called the meeting to order at 6:00 p. m.

II. APPOINTMENT OF ALTERNATES

W. Curtin appointed David Collier as a member for this meeting.

III. APPROVAL OF AGENDA

Case #P10-05, Map 60, Lots 7 and 4, is continued to March 16, 2010, pending possible legal action.

Case #P10-06, a design review for the Alton Bay Christian Conference Center, is moved to first on the agenda.

T. Roy made a motion to accept the agenda as amended. D. Collier seconded the motion, which passed by unanimous vote.

IV. PUBLIC INPUT

W. Curtin opened the floor for case non-specific public input. Hearing none, public input was closed.

V. NEW APPLICATIONS

Case #P10-06 Alton Bay Christian Conference Center	Map 34, Lot 33	Design Review Route 11 and Rand Hill Road
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Application submitted by Joseph Spain of JH Spain Inc. to present a preliminary design of the rebuilding project for the Alton Bay Christian Conference Center. This parcel is located in the Residential Zone.

W. Curtin introduced the case. P. Bolster stated that he had been sitting with the Alton Bay Christian Conference Center in an advisory capacity; as there is no vote to be taken tonight, he will remain at the table to listen. P. Bolster went on the say that there is a potential conflict in

having worked with them. W. Curtin asked the applicant and the other Board members if they felt there was a problem with Mr. Bolster sitting at the table; no one had issue with this.

Jim Spaulding, the civil engineer on the project, is from the HL Turner Group out of Concord, NH. He introduced Joe Spain of JL Spain, Inc., and Richard Smith of the Alton Bay Christian Conference Center.

Mr. Spaulding referred to the plans and spoke about improvements that have been made. The existing site has been presented before during the two conceptual meetings that have taken place. The property is 28.6 acres, zoned residential. The fire last April destroyed forty-three of the residential units. They are going to be coming forward with a proposal for two phases to reconstruct forty-one of the units. The topography on the site is somewhat flat (indicated area by pointing to the plan) but most of it is sloping down toward the lake; in some places the slope is extreme along Route 11 (indicated area by pointing to the plan). They have had the soils mapped by a soil scientist. The burn area is Adams soil, which is an excessively drained soil. The rest of the soil is Krogan, which is moderately drained. The soils report, if not already submitted, will come in with the full application.

They are proposing seventeen single family units and four two-family units in the burn area. They are proposing to reconstruct the road network to have the main entrance for this area come in off Rand Hill Road. They are going to connect to the existing road, which is fairly steep coming in off Rand Hill Road. They will make that one-way in. It is not proposed to be the main access to the property; it's almost a driveway (he indicated the main access by pointing to the plan). The two family units will be along the entrance from Rand Hill Road and a set of two family units to be accessed through the parking lot off of the new road. There will be a loop road with a series of units along the top of the hill. They are presenting this as Phase I; the next application they come in with will be a site plan for Phase I.

They have had some conversations with the Water Department; they want a water line run right through the site connecting both at Rand Hill Road and at Route 11. The buildings are going to be a minimum of twenty feet apart. There have been discussions with the Fire Department; they are going to be equipped with sprinklers and they will have non-combustible outer siding. Wastewater will be disposed of in a new sub-surface disposal system up in the ball field area. Utilities will be underground.

The roadway will be constructed out of porous pavement; the amount of runoff leaving the site will be equal to or less than what was pre-existing. In their conversations with the people at Alteration of Terrain, they will allow consideration of the pre-existing site, before it burned. They will count the hard surfaces that existed before April of last year as the existing impervious. Most of the road network will be porous pavement. The soils are suitable for infiltration, so it will allow them not to construct a drainage network in there; they will not need catch basins or detention basins.

They are supplying one parking space per unit. The Conference Center restricts the number of cars people can have at their homes to one. There will be some overflow parking down here (indicated by pointing to area on plan) when Phase II is built. Because of the restriction keeping residents to one car, they are going to keep it at one parking space per unit.

T. Roy asked if it is written in the by-laws, that they are restricted to one car per unit. Mr. Smith answered that one of the things at the Conference Center is that they can not park in the roadways. They are asked to keep only one car at the cottage if necessary, and all other autos are to be in the

common areas. Mr. Smith confirmed that this is written in the rules of the Conference Center. Most people only bring one car when they come up to the Conference Center. There is common area parking all around the center field and near the administration building. T. Roy asked if most of that isn't tied up by the hotel and the restaurant. Mr. Smith answered that the hotel has its own parking. Mr. Spaulding added that some of the parking they show is not new; it is over existing spaces. It is not paved; it is pretty much just gravel.

W. Curtin pointed out that there is also parking down by the beach area. He also feels that, worst case, they could put a parking area/hold over area on the side road off of Rand Hill Road, near the camp ground area. Mr. Smith agreed that there is parking there, and in the summertime, when they have concerts, they park cars on the ball field. T. Roy asked if they are going to want to continue to do that if there is going to be a septic system installed there. Mr. Smith believes that the system will be installed in such a way that they can still continue to park and drive over it.

Mr. Spaulding continued, saying that in addition to the site plan approval, there are a number of permits they will need. They have already had conversations concerning the Alteration of Terrain permit. When they build Phase II, they will need a Shoreland Protection permit; they don't need it for Phase I as they are staying outside of the 250 foot setback. They will need a permit for the septic, and when they go to construction, they will need a Federal Construction Stormwater permit.

Pending all necessary approvals, they would like to begin construction this year, as soon as possible. When they come in with their formal site plan application, they are going to ask for some waivers that he would like an informal reaction from this Board. They are going to be looking for a waiver on the requirement for a Fiscal Impact Study; they are basically replacing what was there and they do not see that this is going to impact the town on schools and other issues to be considered. They will be improving the situation, at least from the view of the Fire Department.

There is a requirement for an Environmental Impact Study; he is not sure what they would be looking for. They are going to do a drainage study. They have done a soil survey. They are going through the Division of Historic Preservation as required by state and federal permitting rules, and they are going to the Natural Heritage Inventory at the Department of Resources and Economic Development. He assumes those would be enough to satisfy the Environmental Impact Study requirement. They would ask for a waiver on that with the understanding that the items he mentioned would be submitted.

They will be asking for a waiver of the need for a traffic study. They are not adding to the traffic; they will actually have two fewer units than what were there before the fire. They are not going to impact traffic adversely in the town.

There is a requirement that wetlands boundaries be on the plan. There are no wetlands on the site they are working with. He wonders if they get a statement from a wetlands scientist saying there are no wetlands in this area, if that would suffice. W. Curtin stated that it would satisfy that requirement.

There was no negative reaction from the Board on any of the mentioned waivers. W. Curtin did remind the applicant that there are only three members here tonight; when they come back there will be more. T. Roy pointed out that units 5 and 6 are encroaching in the setbacks and will have to be changed. Mr. Spaulding stated that they will be out of the 250' setback, and that they have already been moved on the most recent plans so they are also out of the property line setback.

T. Roy stated that he thinks the parking is going to be an issue because it is in the regulations saying that there have to be two cars per structure. He thinks they are going to have to go to the Zoning Board of Adjustment because this Board can't waive that. When you tally up what is needed for the motel, the restaurant, the seating for the chapel, and all the vehicles that are going to be involved for Phase II, they just don't have it.

Mr. Spain explained that this is one of the more sensitive issues with the Campground. They sent the plan out to a lot of the constituents, and could not imagine the level of emotions that were raised. They consider it to be more of a walk-in community and they don't even want parking in front of the cottages. They had to tell them they were going to get parking, period. T. Roy questioned that if they waive that requirement, do they waive it for everybody. It might just be a rubber stamp in front of the ZBA. He suggested that they get their ducks in a row first; this Board can't waive something that is in the zoning.

Mr. Spain asked if the parking had to be at the cottages; T. Roy answered that this had been discussed at a previous meeting, and that the answer is no, if it is a walk-in community they would be happy with it. The grandfathering issue, as it applies to the parking, was discussed. They are all trying to make the place more conforming. T. Roy stated that he could not vote to waive the two parking space issue. Mr. Smith stated that if it becomes a restrictive issue, that is something the Conference Center can address. If they have to have two per area, they can certainly do that. Not all the parking is shown on the plan; as mentioned before there is a lot more parking down by the beach and along the road that goes out to Rand Hill there is additional parking. They didn't put every space on there, but that can be addressed.

T. Roy stated that there are some units that don't have any parking. Mr. Smith answered that they don't want that to be an issue. That can be addressed as early as this weekend; they have a Board of Directors meeting and they can take care of that issue. T. Roy reiterated that it might behoove them to get their ducks in a row and go to the ZBA and tell them what they intend to do with Phase I and Phase II. He does not have an issue with Phase I; he would hate to see them plan on Phase I and then have the ZBA not grant their parking.

Mr. Spain stated that there are a lot of individuals in the Campground who want to get the rebuilding process going. His question is whether they can submit formally for Phase I, then between Phase I and Phase II, they go to the Zoning Board for the waiver. W. Curtin answered that is not the issue. The issue is if they get the okay, and then they want to do Phase II and then don't get the variance. Mr. Spaulding asked if every parking space would have to be constructed, or just shown on the plans. W. Curtin answered that the Board would have to know where they are. Mr. Spaulding explained that in other communities where they have run into this issue they have been allowed to construct fewer parking spaces than were required as long as they could demonstrate that they had the room if required. J. Spain said they could fit the two spaces per cottage; they are just following the wishes of the constituents. W. Curtin said if they have to space to fit the two spaces, there is no issue. Mr. Spaulding asked if they would have to actually construct them; W. Curtin said they would probably have to build them. T. Roy was unsure. He referred to section 325, Off Street Parking, which addresses two spaces per unit, one space per six seats in a church, motels require one space per unit plus two additional spaces, and restaurants, one space per three seats. D. Collier pointed out that right at the beginning of that sections it states that each space will provide a minimum of 300 square feet and will be provided for the entire use with the following parking requirements (stated above). He would think they need to get at least that variance in order to show just the one space; then that would be appropriate to bring before the Board. Mr. Spaulding asked if they could go ahead with Phase I. T. Roy thought they could

approve Phase I but not Phase II; if they want to deal with that (the parking issue) in the interim. They have enough parking spaces without Phase II.

Mr. Spain feels that there are two approaches they have here. They can either designate two spaces per cottage for Phase I and come before the Board and continue on. The second approach is to continue with one space, but go for the variance prior to. That's how they can assure themselves that it will be viewed positively. T. Roy asked if they could mark out what they need that is already existing in that immediate area, such as the hotel, the restaurant, and the chapel; they can then go from there. That is the way he would look at it.

W. Curtin asked the applicants if they had received copies of the Department Head and Planner's Review. They had not. W. Curtin stated that they have some concerns of their own, and he knows that they are looking at the big picture. He is sure a lot of the department heads will go along with what the whole big picture is. Copies of the Planner's Review were distributed to the applicants.

T. Roy stated that the Conservation Commission has not received notification as of January 4, 2010 concerning an existing DES issue with the Conference Center. Mr. Smith answered that at their last meeting he had submitted all of the e-mails from DES. T. Roy said they have the e-mails and have read them; it does not say that the issue has been completely resolved. Even if it has, the Board still has to be notified. Mr. Smith stated that would be between the Commissioner and DES; it has nothing to do with the Conference Center. They took care of the violations; they received the e-mail and continued on with other projects with the DES. Certainly they are not in violation if they continued on with other projects. Unless the Conservation Officer has a direct notification from the DES that they are in violation, he sees no standing violation. T. Roy stated that all it says is that the Department is in receipt of photos that were submitted. He asked Mr. Smith if they could get a letter stating that everything has been resolved and that they are in compliance with the issues that were in default. Mr. Smith said he could, but he also thought that the Conservation Officer would have some responsibility for that. Mr. Spain said they would make it happen.

W. Curtin stated that they would have questions on the Department Head/Planner's review. Mr. Spaulding asked if they should contact the individual department heads directly; W. Curtin said that they could.

T. Roy asked if the Alton Bay Camp Meeting Association is different than the Alton Bay Christian Conference Center. Mr. Smith answered that the Alton Bay Camp Meeting Association is the legal name; they do business as the Alton Bay Christian Conference Center.

Case #P10-01 Bonnie Dunbar Trust	Map 21 Lot 12 and 12-3	Lot Line Adjustment Roberts Cove Road and Brook & Bridle Lane
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Application submitted by Michael Bemis of Steven J. Smith Associates on behalf of applicant Bonnie Dunbar Trust to propose a Lot Line Adjustment with waivers, to add .70 acres to Lot 12-3. This parcel is located in the Lakeshore Residential Zone.

Michael Bemis of Steven Smith Associates prepared the plan. Lot 21-12 is the fourteen acre parcel that has the inn and summer rental units on it. The other parcel is 21-12-3; that one has lake frontage on the westerly side and includes a house and also has lake frontage on the northerly side where the beach house is. Between the two lake frontages there are two abutters, 21-10 and 21-11. The area of adjustment is a triangular shaped parcel that includes the pond area (he referred to a colored plan to show this). The pink outlined parcel is what is being exchanged from the larger

parcel to be attached to the smaller one that is colored in green. The larger parcel which is fourteen acres will be reduced by .7 acres, making it 13.3 acres. The smaller parcel, which is presently 1.38 acres, will be brought up to just over two acres. There will be no new parcels created; this is just an adjustment. The Trust owns both lots.

On the application, they asked for three waivers; one for the soils, one on elevations, and one on wetlands. The reason for that is that there is not going to be any construction or development of any kind. It is just a swap of land area from one parcel to the other. W. Curtin asked if the pond has been flagged. Mr. Bemis answered that the wetlands have not been mapped; he took some photos that he sent in. It has not been mapped because right around the edge of the pond there are cat-o-nine tails, but as you get away from the pond, the slopes are pretty steep. The pond is sitting down in a depression and is fairly steep on the sides. This limits what could be wetlands, because of the slopes.

P. Bolster asked what the purpose is of the lot line adjustment. Mr. Bemis answered that it is estate planning for what will happen with the property as far as her children go. The idea is that, as this triangular area includes the pond and the drainage area that goes into the pond, as well as the outlet that comes through to the drainage catch basin, and eventually into the lake, all of the area that has anything to do with drainage that falls into this shorefront lot will now be controlled by that shorefront lot. P. Bolster asked if this was to limit liability in case of a flood affecting someone else's land. Mr. Bemis answered that was part of it, but also to remove any need for easements to deal with drainage from one piece to another. All the elements of this particular drainage are on one piece.

W. Curtin opened this case to public input. Hearing none, public input was closed.

D. Collier noticed that the 21-12 parcel, out by Lake Winnepesaukee, there is a fifteen foot drainage easement there; he questioned whether that is a new easement. Mr. Bemis explained that he is not sure whether it was there the last time they came in for adjustment or not. The purpose of that was to show that drainage area; there is kind of a swale there. It comes in from the lake and over the beach area and then it dips down a little bit. Following it along to the west, there is a catch basin there. It is there to make sure they maintain drainage to get over to that catch basin. T. Roy asked if the swale flows toward the catch basin; Mr. Bemis answered that it does. He does not think it was on the last plan; it was added since the last time they came in for approval. D. Collier asked, since it was not an existing one, if he could check and reference it on the plan.

T. Roy made a motion to accept the application with waivers 7.2.24, 7.2.27, and 7.2.33. W. Curtin seconded the motion, which passed by unanimous vote of the Board.

W. Curtin questioned what D. Collier wanted added. D. Collier stated that he was just concerned with the easement shown on the northerly end by Lake Winnepesaukee as to whether it is existing or if it isn't. It says "to benefit lot 21-12-3." His question is whether it is existing or a proposed easement. If it's proposed, it needs to be recorded. S. Ames stated that easement language needs to be approved by Town Counsel before the plan is signed.

W. Curtin made a motion to approve Case #P10-01 with the following conditions:

- 1. The applicant shall comply with all of the Town of Alton's Subdivision and Site Plan Regulations.**

2. A copy of any necessary Federal, State, and/or local permits shall be received by the Planning Department and the permit numbers shall be added in a note on the plat prior to plan signing.
3. All "To Be Set" (TBS) notes shall be removed and all monumentation shall be set prior to plan signing.
4. A note shall be added to the plat prior to plan signing stating the total acreage of each Current Use Category for each lot where applicable.
5. For conditional approvals, the following note shall be added to the plat prior to plan signing: This subdivision plan is subject to the Conditions of Approval itemized in the 3/2/2010 Notice of Decision on file at the Town of Alton Planning Department.
6. The approval is based on the plans, specifications and testimony submitted to the Planning Board. Any alterations, additions or changes to the plans are not authorized and require additional Planning Board Approval.
7. The fifteen foot drainage easement is to be approved by Town Counsel for Lot 21-12-3, if it has not been done already.

Motion was seconded by D. Collier. Motion passed by unanimous vote of the Board.

Case #P10-03 Charles and Catherine McCauley	Map 52 Lot 1 and 2	Lot Line Adjustment 167 Route 11D
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Application submitted for a proposed Lot Line Adjustment to enlarge the smaller lot (Lot 1), presently .10 acres, and increase it to a total of 1.30 acres which will allow it to be a buildable lot. Both lots are non-conforming, however will be less non-conforming. A variance was granted through the Zoning Board of Adjustment for non-conformity. This parcel is located in the Lakeshore Residential Zone.

Catherine McCauley presented this case. This is a boundary line adjustment plan. They have two existing lots of record. Lot 1 is .10 acres. Lot 2 is 1.78 acres. The intent is to take property from Lot 2 and add it to Lot 1 to make it a buildable lot. Lot 1 will become 1.3 acres with 144 feet of frontage. Lot 2 will become .57 acres with 131 feet of frontage. Both lots will still be non-conforming, but less so than they are currently. Lot 1 will become a buildable lot. The lot configuration for Lot 1 cannot be expanded to meet the zoning regulations of the 30,000 square feet due to the State of New Hampshire's calculation for slopes when creating lot sizes to support septic system approval. They have received Subdivision Approval from the State of New Hampshire and they have recorded a well radius release in the registry.

On January 7, 2010, they went before the Zoning Board for a variance on the frontage and the area side. The Zoning Board granted the variance that evening and determined that the variance would not be contrary to the public interest, that the request was in harmony with the spirit of the Zoning Ordinance, and that substantial justice would be done and not diminish the value of surrounding properties. They also stated that granting the hardship for the applicant would give them the full use of the property given the special conditions of how the property is laid out.

T. Roy asked if they had the Notice of Decision from the Zoning Board. Mrs. McCauley stated that it should be in their packet, as she submitted it with the application. ZBA Notice of Decision was located.

P. Bolster asked where the driveway would be on the new lot. Mrs. McCauley indicated that it would be on an existing logging road, which she pointed out on the plan. Mr. Bolster asked if there was adequate distance between that and the existing driveway. Mrs. McCauley answered that there is. There was discussion of whether it was going to be a shared driveway. Mrs. McCauley would prefer to have a driveway for each lot. The road agent has not approved the location of the driveway because it is existing. There is a culvert there and everything has been in place for at least twenty years. This is on Lot 1. Mrs. McCauley explained that the parcel that sits behind it was originally the old railroad bed. They came onto the property and took the woods for the railroad bed and cut back into the land behind them. P. Bolster asked if Map 51, Lot 11 was the old railroad right of way; Mrs. McCauley answered that it is part of it. The plan shows where the old railroad path used to be.

W. Curtin asked where the second driveway would go; it would go on the old logging road along the tree line. There is a flat area, and then the land goes up. T. Roy does not see that there is a culvert there; Mrs. McCauley indicated on the plan where it is located going across the road under Route 11D. There is not one located under the old logging road, which is the proposed driveway. S. Ames stated that they are going to need to see the driveway on the final plan, along with the permits from the Highway Department. Mrs. McCauley asked if the Board would prefer that they have a driveway on Lot 1. W. Curtin said they could do that, or they could have a shared driveway with easements. Mrs. McCauley could do a shared driveway; the purpose is to keep the property in the family. T. Roy stated that it would be up to her; if it is shared they would need an easement or a maintenance agreement on it, or she can show a proposed driveway on the new plans, which she will have to submit for recording. She will also need to provide the permits for the new driveway from the Highway Department. T. Roy clarified that she would have to show it on the plans, have the Road Agent take a look at it and determine the size of the culvert, if any is needed, and where the proposed driveway is going to go. There is no culvert under the existing driveway; the area is very flat. There used to be a stream; when Route 11 was put in the water was diverted to go to the north side of the property. The runoff from up the hill is what comes down and goes through the culvert under 11D.

P. Bolster explained that when you have a shared driveway, it may be wonderful when the family owns it together, but that is not going to be forever. It makes it much easier if you don't have to worry about that issue when someone else buys it. D. Collier explained that the easement and the maintenance agreement will alleviate that if it does happen to be a common driveway. T. Roy stated that he had mentioned a culvert, but it would be up the Road Agent whether she would even need one; he would indicate that on the permit if needed.

W. Curtin opened this case to public input. Hearing none, public input was closed.

W. Curtin made a motion to approve Case #P10-03 with the following conditions:

- 1. The applicant shall comply with all of the Town of Alton's Subdivision and Site Plan Regulations.**
- 2. A copy of any necessary Federal, State, and/or local permits shall be received by the Planning Department and the permit numbers shall be added in a note on the plat prior to plan signing.**
- 3. All "To Be Set" (TBS) notes shall be removed and all monumentation shall be set prior to plan signing.**
- 4. For multi-page plans, the following note shall be added to the plat prior to plan signing: This subdivision plan contains a total of three sheets, which in**

- its entirety constitutes the subdivision plan as approved by the Town of Alton Planning Board. Sheets numbered 1 through 2 are recorded in the Belknap County Registry of Deeds and the remaining sheets are on file in the Town of Alton Planning Department.
5. For conditional approvals, the following note shall be added to the plat prior to plan signing: This subdivision plan is subject to the Conditions of Approval itemized in the 3/2/2010 Notice of Decision on file at the Town of Alton Planning Department.
 6. The approval is based on the plans, specifications and testimony submitted to the Planning Board. Any alterations, additions or changes to the plans are not authorized and require additional Planning Board Approval.
 7. All roadway names shall be approved by the 911 Committee.
 8. Any easement language shall be reviewed and approved by Town Counsel prior to plan signing.
 9. A maintenance agreement for a shared driveway by both owners of each lot is to be added to both deeds with a copy on file with the Town of Alton, language to be approved by Town Counsel prior to plan signing.

Provided all listed conditions and subsequent conditions are satisfied, this approval will remain valid for implementation 365 days from the date of original approval, unless extended by authority of the Planning Board after petition by the applicant.

T. Roy seconded the motion, which passed by unanimous vote of the Board.

Case #P10-04 Estelle T. Bernier	Map 9 Lot 27-2	Minor Site Plan 330 New Durham Road
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Application submitted by Estelle T. Bernier to propose an in-home business for her licensed, independent clinical social work office. Typical office furniture and supplies will be used in conjunction with the proposed space. This parcel is located in the Rural Residential Zone.

Mrs. Bernier presented her case and stated that she is a licensed independent clinical social worker looking to utilize space that is already finished in the basement part of her home to see clients for services. She treats people with clinical depression or any of the Axis I diagnoses; she is a mental health provider.

P. Bolster stated that in her application she mentioned that this is a walkout basement; she confirmed that to be the case. T. Roy questioned the handicapped accessibility; being as this is a residential home, he is sure that the door is in-swing rather than out-swing. It needs to be out-swing in order for it to be handicapped accessible and also for any business use of the property, it has to be an out-swing door. Mrs. Bernier asked if she should amend her request and say it is not handicapped accessible. T. Roy said no; it would be simple to change the door swing. This is also a fire safety issue. It would be up to the fire chief whether she should have a crash bar. She would probably also need an exit sign and emergency lighting. She usually sees one or two people at a time, but she does provide services for groups.

Referencing the Department Head/Planner's Review, W. Curtin noted that the Fire Chief had not mentioned a panic bar. Mrs. Bernier asked if it had to be handicapped accessible if it is in a home office; she thought that was just extra because it was on a level lot and there are no steps coming up. T. Roy pointed out that it is the width of the door that makes it handicapped accessible; if it is a regular thirty inch door, it is probably fine. P. Bolster asked if she needed to be handicapped accessible in order to have the home office. Mrs. Bernier stated that she had put that in her application based on it being on the first floor. If someone wants to come in with a wheelchair, that would be possible. There is a bathroom available on the first floor, but not in the basement. A plan for a half bath will be implemented upon approval, at a later date. She is hoping to put a half bath in the basement.

T. Roy noted that there is a requirement in the Planner's review for emergency lighting and a lit exit sign. It is probably an oversight by the fire department concerning the requirement for an out-swing door. This is a fire safety issue; in a panic situation, people want to push a door open rather than pulling it toward them. There was discussion concerning the need for secondary means of egress; Mrs. Bernier stated that there are two doors from that area, as well as windows large enough to accommodate a fire fighter with a pack on his back. Additionally, the stairs going upstairs would be another means of egress. There is no garage at this property.

W. Curtin stated that she would need a building permit for the bathroom, which she can apply for when she is ready to begin construction. She will also need a sign permit through the Building Department. S. Ames will get her an application for the sign. Mrs. Bernier stated that S. Ames has been very helpful.

The Department Head/Planner Review was discussed; no other issues were noted. Septic could come into play if a pump system is needed for the ½ bath in the basement. Tank size needs to be increased if effluent needs to be pumped up to the tank. The Building Department will address that if needed.

W. Curtin opened this case for public input.

Russell Emerson, an abutter stated that they have maintained that road as rural residential for fifty years. Elizabeth Emerson also came forward. Mr. Emerson stated that they had troubles when the ranch was down there and the kids were running around. He wants to know how things are going to be controlled. He does not feel that it should be there; it is not a business zone. S. Ames pointed out that a professional office is an accepted use in the Rural Residential zone, per the town ordinances. Mr. Emerson asked about control of the people coming and going. W. Curtin asked Mrs. Bernier what her hours of operation are going to be. She answered that she will operate between 8:00 a.m. and 6:00 or 7:00 p.m.; this will vary day to day. S. Ames stated that there are restrictions for hours of operation, which are 7:00 a.m. to 9:00 p.m.

W. Curtin asked if there were any more questions. Mrs. Emerson asked if they had any say in the matter. T. Roy pointed out that it is a permitted use in that area. S. Ames

confirmed, and stated that the Police Department did not voice any issues or concerns. If the Police department does not have any concerns; she is there helping people who need help. Mr. Emerson stated that he knows what is going on, and he is against it. They have been there for over fifty years and have maintained that road as rural residential. W. Curtin stated that there is a daycare there; Mrs. Emerson said it was not abutting them. Mrs. Emerson asked if they had no say in the matter; W. Curtin stated that they do have a say, but it is there in the Zoning Ordinance as an allowable use. He told the Emerson's that if there are problems, they have to call the police. Mrs. Bernier stated that this is her home, too, and she will absolutely maintain a safe home. Mrs. Emerson stated that she is seventy years old, and she is going to be there alone all day, and she does not know who is going to be wandering around there. Mrs. Bernier acknowledged that Mrs. Emerson is afraid. Mr. Emerson said there would be no wandering around, because he would not allow it. S. Ames suggested that the Emerson's could put up no trespassing signs; Mr. Emerson does not believe in them. This is a place where you can hunt and fish and not worry about "no trespassing." Only the flatlanders come up here putting up no trespassing signs. Mrs. Bernier said there was no hunting and fishing on her land.

P. Bolster asked the Emerson's what their specific concerns are. They both stated that it is the clients and their issues that they don't want. Mr. Emerson recalled when the ranch was there for wayward children. Mr. Bolster said that it doesn't have any bearing on this issue. Mr. Emerson said there used to be a place there for wayward boys and there were problems. S. Ames pointed out that there could be wayward children in any neighborhood. Mr. Emerson said he doesn't have a problem with children; they raised their children there, as did their friends. Mrs. Emerson said she was going to have people in there with problems. Various Board members pointed out that the people are not staying there; they are going to come in and be counseled and then be on their way. The typical session lasts 45 – 50 minutes.

The Emerson's stated that is not the issue. W. Curtin said that they are going to be coming in there and driving by, and the Emerson's are concerned because they don't know what kind of problems these people are going to have. Mrs. Emerson acknowledged that to be correct. W. Curtin said that Mrs. Bernier is trying to help them. S. Ames said that Mrs. Bernier would be there to monitor her property at all times, and if someone is lingering, could ask them to leave. W. Curtin suggested that Mrs. Bernier might also want to install a panic button to the Police Department; this is not a requirement but a suggestion. Mrs. Bernier stated that she has a dog; she would not risk her safety or that of her family.

Mr. Bolster explained that if she were not here treating these people, and there was a gap in treatment, which is common in this area, and they are not being worked with, then there is a danger to the community. If they are being worked with and treated, they are much less dangerous to everyone. W. Curtin suggested that Mrs. Bernier also might want to notify the New Durham Police of what she is doing; she voiced willingness to do that.

Cam Bernier, Mrs. Bernier's husband, came to the table. He stated that he is retired and home most of the time. Most of the time it is one person coming in, being treated, and

leaving. They don't walk around the property. They go from the car to the house and the house to the car. Mrs. Bernier screens her calls; no one shows up without an appointment. She is not always qualified to treat everyone, and she does referrals if there are any safety concerns. She invited the Emerson's for coffee anytime. The Emerson's told her to "go for it."

T. Roy made a motion to approve case #P10-04, Map 9 Lot 27-2, with the following conditions:

- 1. The applicant shall comply with all of the Town of Alton's Subdivision and Site Plan Regulations.**
- 2. A copy of any necessary Federal, State, and/or local permits shall be received by the Planning Department and the permit numbers shall be added in a note on the plat prior to plan signing.**
- 3. The approval is based upon the plans, specifications and testimony submitted to the Planning Board. Any alterations, additions or changes to the plans are not authorized and require additional Planning Board approval.**
- 4. There shall be no on-street parking.**
- 5. The applicant shall comply with all fire safety requirements and will have written approval from the Alton Fire Department to be provided to the Planning Department.**
- 6. Provided all listed conditions and any subsequent conditions are satisfied this approval will remain valid for implementation for 365 days from the date of original approval unless extended by the authority of the Planning Board after petition by the applicant.**

D. Collier seconded the motion, which passed by unanimous vote.

The Board took a five minute break.

VI. OTHER BUSINESS

Melissa Guldbrandsen submitted a letter concerning Paul Beckett's subdivision. S. Ames had received word that they had started construction of the road, but there is no bond in place. There was some confusion concerning bonding; it doesn't explicitly require a bond in the notice of decision. Mr. Beckett wanted to get the work done this winter, so he hired a contractor to do the work in exchange for a building lot. They want to schedule a pre-construction meeting and talk about that. The problem is that the first item on the notice of decision is that the applicant shall comply with all Town of Alton Subdivision Rules. Subdivision regulations clearly state that bonding is required prior to construction. Regardless of what #10 (Notice of Decision) says, you have to follow those regulations, unless a waiver is requested. A waiver was not requested in this case. He is required to establish that bond before he starts road construction. If he doesn't follow the conditions of approval, his approval can be revoked by the Planning Board. There have been problems before with other subdivisions where they transferred a lot in exchange for work and then it just turns into a disaster in the end. The Town needs to protect itself in the event there is a problem and the subdivision does go belly up. They need to be able

to complete that road work and have it meet the Town standards, which is the whole purpose behind bonding.

T. Roy stated that it is not a subdivision until all the conditions are met, so there really isn't a lot to trade off until all the conditions are approved.

M. Guldbrandsen addressed the Board; they are not here to debate. The Notice of Decision did not specifically state the bonding. They are not trying to use that as a loophole. She is here to say that Mr. Beckett's intention is to build the road ASAP. She would like to propose that the Board not sign the plan until the road is constructed to the Town's standards. That gives the town the security of knowing that the road would be done before the subdivision actually exists. In other cases with other roads, the plan will be signed off on and recorded before the road is completed. Then the developer may gradually build the road out and gradually sell off lots. That's not what they are proposing here; what they would say is that he can't sell a single lot, because the plan would not even be recorded. The subdivision would not be a legal subdivision until it is signed and recorded by the Board. She would like to propose that in lieu of bonding, the Board should refrain from signing the plan until they are satisfied with the road, based on the say of the Town Engineer.

T. Roy asked what would happen if he put up silt fences, then we get a torrential rain like we had a couple of years ago. It washes out the silt fences; dirt, gravel and stones go down the hill onto someone else's property. There is no protection for anybody. There was a subdivision not too long ago where that happened. Halfway through the contractor went bankrupt and now there's just a huge mess. M. Guldbrandsen stated that in those cases they have a recorded subdivision plan so the town is in a Catch-22 of having the subdivision being of record with some lots sold. T. Roy asked what happens if they create harm to the abutters. M. Guldbrandsen answered that they have a civil action against the owner to go back and repair it. T. Roy asked how that helps in the case of a bankruptcy. M. Guldbrandsen remarked that there are all kinds of contingencies that could happen, but the issue here is that he would not get his subdivision signed off on until the road was done to the Town's satisfaction. From her perspective, he would lose some vesting if he doesn't finish it.

T. Roy said he would consider that, but there would have to be some bonding put in place for those contingencies. P. Bolster asked what the problem is with him getting some kind of a bond, even a limited one of a lesser than usual amount. M. Guldbrandsen explained that in today's lending market, it is extremely expensive. Bonding requires an upfront payment; it is essentially like an insurance product. If you purchase the bond, that is like money down the tubes. Many people would do a letter of credit, which five years ago was easier to obtain. A lot of developers are in this Catch 22 of not being able to get them. She understands where the town is coming from; that's the type of person you really don't want to take a risk on, if they can't get an additional loan from their bank to do that kind of work. She feels that there is some common ground where there could be a lower bond amount that would cover damage but wouldn't be in the amount of \$300,000 to build this road.

T. Roy thinks that a lot of banks have stopped writing bonds. M. Guldbrandsen agreed; to get a bond you have to have the most impeccable credit possible, and it's money down the tubes. It's more of a letter of credit issue. She does not think it is the Town's problem to subsidize developers, but the reality of the market is that it is virtually impossible to get a bond and difficult to get a letter of credit. What Mr. Beckett is doing is bartering for the work. She is not going to pretend that he has \$300,000 in the bank to pay for this, which she thinks is a legitimate concern on the part of the town. He is trading a lot for somebody who has the ability, materials, and equipment to come in and actually install the road.

W. Curtin asked when he is intending to trade the lot. M. Guldbrandsen answered that it would be traded upon completion; the subdivision would have to be recorded. She has not seen a written purchase and sale agreement; it may be that he has said to the guy that when the subdivision is done, he will give him the lot. T. Roy pointed out that there wouldn't be a lot until the subdivision was done. M. Guldbrandsen agreed; it is a chicken and egg issue, but that is his problem. It is not really a concern of the Board to protect the person who is building the road. W. Curtin said that was not the intent; he knows some have transferred before everything is done.

T. Roy stated that he would not have a problem with a reduction in this instance. It should be reviewed by the Town Engineer to see what should be set aside in case a catastrophe happens. S. Ames stated that the cost estimate would have to be submitted to the Planning Department and approved by the Town Engineer. The additional monies for the Construction Engineering cost are going to have to be submitted as well. Even if the Board is going to allow him to proceed with the reduction in the bond, it is still going to have to be inspected on a regular basis by the Town Engineer. All of that needs to be established before he starts any work.

M. Guldbrandsen turned this over to Tom Varney. At the last meeting, the Town Engineer had put together numbers. T. Varney stated that they are all set with the numbers. He explained that when they worry about the erosion of land, there is a permit that is filed on this size project (over 50,000 square feet). The SWPP from the EPA means that somebody has to take responsibility on a daily basis; it would be the contractor, not the owner. He is not going to go off the site unless he designates someone else to be responsible; the responsibility is on the person on the site doing the work. T. Roy feels that is all the more reason for the owner to be on the hook; the contractor could go away tomorrow. T. Varney said that (the SWPP) would address the worry of leaving the property unprotected. T. Roy said that has happened on a couple of other projects, and the town was not left in a good position.

P. Bolster asked if either the owner or the contractor had some kind of a blanket insurance coverage, especially the contractor must have a fairly good sized policy. W. Curtin said they just have regular liability policies; they don't have anything that would cover the cost of a subdivision. Their policy covers their equipment and themselves. P.

Bolster asked if they cause damage to abutting property, would they be covered for that. W. Curtin said they do not have insurance for that.

M. Guldbrandsen suggested that a logical next step might be for Peter Julia to sit down with the contractor. Mr. Becket told her that the contractor was insured, but she does not have that in writing. She thinks that would be a relevant factor; if the guy comes in and shows a \$1,000,000 liability policy for his own negligence, Peter could look at that, and address the concerns of the Board in terms of what it would cost if there was some kind of catastrophe. Peter would also be able to take into account the permits that are in place and the standards imposed by the state and the EPA. W. Curtin remarked in that same topic that there have been discussions about asking certain engineers whether they have any liability insurance because he knows that on that same subdivision, there were wetlands and everything else that weren't even on the plans (not this subdivision).

T. Roy brought up that sometimes when you are dealing with insurance companies, if you miss a payment, they will cancel you if you make a claim two years down the road. That's going to be too late for damages done; someone is going to have to pay to right the wrong, and that is going to have to be an immediate fix.

M. Guldbrandsen asked if Peter had been to the site recently; S. Ames answered that he had not.

W. Curtin said he would not have a problem with a reduction; on a \$300,000 bond, you are throwing \$30,000 out the window. M. Guldbrandsen stated that she does not think many people in this market are getting bonds; it's more likely to be if you can borrow a credit line up to \$300,000 and in this market that's not easy. S. Ames stated that there is not one letter of credit from the banks that has been renewed; they have all been cancelled.

T. Roy said he would be glad to meet with Peter Julia and address the Board's concerns. He would feel more comfortable if there was something there. S. Ames stated that Peter has the numbers for the road estimate. T. Varney said that they would be glad to do that. S. Ames said they also need the engineering construction estimate which amount has to be put in escrow immediately before any more work is done. The engineer needs to be able to go out and inspect that (the road work), and she needs to be able to pay him.

W. Curtin stated that he would like to see it set up so that if these subdivisions didn't go through, the land would revert to the town. Unfortunately, it doesn't. M. Guldbrandsen felt that would be an interesting model. T. Roy remarked that they would then have to sell it.

M. Guldbrandsen stated that the bottom line point that she wanted to address to the Board is that, in general, when you have the situation where you have a condition subsequent; in other words, they have signed the plan, but it's not 100% done. For example, infrastructure, like roads or underground utilities, has to be in. Of course, the town has the incentive to have the protection in place for the people who could be out there buying

those individual lots. What they are saying is, don't even sign off on this plan. Basically, modify the approval so that this thing isn't going to be signed until the road is to a certain point. Should it be topcoat pavement? That is open for discussion because she knows a lot of people, when they are developing lots, don't put the top coat of pavement down until more of the construction has taken place because the road gets torn up.

When Brian Boyers was here he would let people gradually build a road, have it up to a certain standard. They could put a hammerhead in place as they were developing out individual lots. What Mr. Beckett is telling her is that it is his intention to put the entire road in, not to do it gradually. She would reserve the right to say maybe it is not topcoat construction; it could be to a certain point. The town would still have the right to say they still want to keep a letter of credit for \$10,000 - \$20,000 (whatever it would cost to finish off the pavement). He is not trying to sneak around this; he is saying that he has an opportunity with a guy who is willing to take a lot and is probably slow in his own work.

T. Roy suggested that an easy solution might be if he bonded the top coat. Throw that money out there; that money may cover any problems that may happen during construction, and when he gets to the point where the first coat is on he rolls that into the top coat bonding. The engineering money has to be set aside. The plan would not be signed until the work was done, and at that point he would have to have the money set aside for the top coat. Kenny would determine when the top coat would go on; it is usually when 80-90% of the construction is done. The base coat goes on right away, then the top coat goes on when 80-90% of the construction is done; by then most of the heavy equipment is done.

There was general discussion concerning taking a prime lot in a subdivision if the town has to go in and finish the subdivision.

M. Guldbrandsen restated that Mr. Beckett would have to pay cash for the engineering review and he would need to provide a letter of credit or bond for the work. They would like to meet with Peter Julia; assuming that there is some common ground to say that the Board will not sign off on the plan until Peter has signed off on the road, and what would be the lower bond amount that would give the town some protection for the unforeseen catastrophe that could occur while the building is being done. She doesn't feel she would need to be there; if Tom (Varney), Tim (Roy), and Peter (Julia), and possibly Mr. Beckett, could meet and have the discussion about what the amount could be. S. Ames said she would call him the next day to check his availability.

W. Curtin made a motion, in reference to the bond issue for Mr. Beckett on Route 28, North of the Traffic Circle on the Southbound side, Case #P09-19, that the parties involved get in touch with Peter Julia of Farmhouse Engineering to determine a reasonable bond amount and that the plan not be recorded until the road is acceptable by the engineers and the Road Agent.

T. Roy seconded the motion, which passed by unanimous vote of the Board.

S. Ames has a request from Ryan Heath to grant an extension on his elderly housing project. Due to the current economic state, it is not feasible for him to begin construction. He would like to postpone construction until the economy begins to stabilize. W. Curtin asked how long an extension he is asking for; S. Ames answered that he believes that his project meets the criteria for a four year extension. His original approval was granted 7/21/2008; he received an automatic extension when he brought in the new amended application. That made his original approval not expire because he was resubmitting.

W. Curtin made a motion to extend the deadline for the Heath Project on Route 140 to July 20, 2011. Additionally any and all state, local, or environmental permits in place that expire before that time must be renewed.

D. Collier seconded the motion, which passed by unanimous vote of the Board.

Jones and Beech has submitted a final subdivision approval extension request on behalf of Joseph Byrne for Hillcrest Estates on Route 28A. The letter is dated February 1, 2010 and is asking for a nine month extension. He is waiting for the town to approve road names.

W. Curtin and T. Roy both stated that he does not have a bond and should not be working there at all until he gets a bond. The road is there and they have been there working, and there is no bond. T. Roy asked if the plan is signed; it is not. T. Roy asked if there is any engineering money set aside. S. Ames said she has pre-construction money but no construction engineering review. The road has not been inspected by Peter.

W. Curtin made a motion that they contact all these people to get their bond up. A timeframe of one week was discussed in which they would have to get their bond established. T. Ames said she has contacted many of them by phone. T. Roy added that if they did not have the bond requirement satisfied within a week, there would be a Cease and Desist Order placed on the construction. S. Ames stated that if she was going to send out a certified letter of this type, she would need to have it reviewed by Town Counsel; there is no guarantee that if she sends something out to Jim Sessler she is going to get it back within a week. W. Curtin amended this to 30 days. S. Ames asked if the Board wanted the letters sent certified; that is the consensus of the Board.

The length of the extension for this project was discussed.

W. Curtin made a motion that the 9 month extension be granted with the condition that Mr. Byrne establish his bond as required in the Town of Alton Subdivision Regulations.

P. Bolster seconded the motion, which passed by unanimous vote of the Board.

S. Ames has a letter dated February 5, 2010, from Alton Law for another request for Benjamin Finnegan of Dobbins Brook on Valley Road. They requested and received an

extension from July, 2009 to July 2010; they are now requesting and extension to June, 2011. There is no bond in place, but nothing has been done, so there is no vesting. His approval is going to run out, so he gets the four year extension from back in 2007. His original approval was June 19, 2007; granting the four-year extension would bring him into June, 2011. At that time, he will need to have his bond in place, which is based on vesting as set forth in RSA's.

W. Curtin made a motion to grant an extension for Benjamin Finnegan on Dobbins Brook to June 30, 2011. Any and all state, local, federal, and environmental permits must be current at that time.

Motion was seconded by T. Roy and passed by unanimous vote of the Board.

VII. APPROVAL OF MINUTES

January 19, 2010

On Page 1, Tom Hoopes is listed as present; he was not actually at this meeting.

On Page 3, paragraph 4 "S. Penney pointed out that zoning does no..." should be "S. Penney pointed out that zoning does not..."

On Page 6, the third line up from the bottom of the page, the word "then" should be "them".

W. Curtin made a motion to accept the minutes of January 19, 2010 as amended. T. Roy seconded the motion, which passed by unanimous vote of the Board.

January 21, 2010

On Page 4, tenth line down, first word, "wife" should be "wide"

Same Page, D. Hussey speaking "...we welcome the public to come give us our ideas" should be "...we welcome the public to come give us their ideas."

Same Page, last line, in reference to a sign in the Circle, it should state a sign "in" the Circle, not "on" the Circle.

W. Curtin made a motion to accept the minutes of January 21, 2010 as amended. Motion seconded by D. Collier and passed by unanimous vote of the Board.

W. Curtin stated that the bids for the work in the Traffic Circle are going out in April and the work is going to start in June. Core testing was completed last week.

VIII. ADJOURNMENT

T. Roy made a motion to adjourn seconded by W. Curtin and passed by unanimous vote of the Board.

Meeting adjourned at 8:33 p.m. The next meeting will be on March 16, 2010 at 6:00 p.m., following the Zoning Delineation Workshop, which begins at 5:00 p.m.

Respectfully submitted,

Mary L. Tetreau
Recorder, Regular Meeting